

Executed in 7 Counterparts of  
which this is Counterpart No.

6895-6  
RECORDATION NO. .... Filed & Recorded

AUG 7 1975-10 20 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as  
of July 1, 1975, by and between

MANUFACTURERS HANOVER TRUST COMPANY, a New York corpora-  
tion (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and THE  
ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama corporation,  
(together called the "Company"), parties of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of February 1, 1973, as amended,  
(the "Agreement"), between the Trustee and the Company there was  
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 1 OF 1973; and

WHEREAS, Southern Railway Company assigned a portion of  
its interest in the Agreement to THE ALABAMA GREAT SOUTHERN RAIL-  
ROAD COMPANY by assignment dated as of February 2, 1973; and

WHEREAS, by the Agreement the Trustee did let and lease  
unto the Company certain railroad equipment as defined in the  
Agreement (the "Equipment") for a term as set forth in the Agree-  
ment, all upon such terms and conditions as therein specified;  
and

WHEREAS, in Section 4.9 of the Agreement, it is provided  
that in the event any units of the Equipment become unsuitable  
in any respect for the use of the Company and the Company shall  
have paid to the Trustee the selling price or Fair Value, as defined  
in the Agreement, of such units, then upon the filing with the  
Trustee of the appropriate documents, any monies paid to the Trustee  
pursuant to said Section 4.9 or Section 4.7 of the Agreement may  
be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid  
requirements of Section 4.9 of the Agreement now proposes to cause  
to be sold, assigned, transferred and set over unto the Trustee,  
as Trustee under the Agreement, two (2) 70-ton 52'6" Gondola Cars  
bearing The Alabama Great Southern Railroad Company road numbers  
66157 and 66158 (the "Additional Equipment");

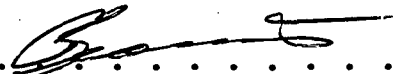
NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST COMPANY,  
By

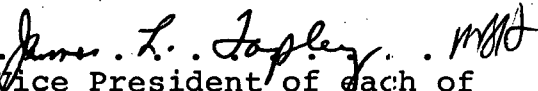
  
.....

ASSISTANT Vice President


ATTEST:

  
.....  
Assistant Secretary

SOUTHERN RAILWAY COMPANY,  
THE ALABAMA GREAT SOUTHERN RAILROAD  
COMPANY,  
By

  
.....  
Vice President of each of  
the above companies

ATTEST:

  
.....  
Assistant Secretary

STATE OF NEW YORK     )  
                              )  
COUNTY OF NEW YORK    )     ss:

On this 27<sup>th</sup> day of July, 1975, before me personally appeared F. F. Kearns, to me personally known, who, being by me duly sworn, says that he is a ASSY. VICE PRESIDENT of MANUFACTURERS HANOVER TRUST (Title) COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*J. Leslie Daniels*

J. LESLIE DANIELS  
Notary Public, State of New York  
No. 41-5914175  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 31, 1976

DISTRICT OF COLUMBIA.

On this 30<sup>th</sup> day of July, 1975, before me personally appeared James L. Japley, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of said corporations pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.

*Lawrence A. Huff*

LAWRENCE A. HUFF  
NOTARY PUBLIC  
IN AND FOR THE DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES JUNE 30, 1977